IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

MISC. CIVIL APPLICATION NO. 902 OF 2005 (ARBITRATION)

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders

CORAM : B.P. DHARMADHIKARI, J.
02.03.2007

Heard respective counsel.

There is arbitration clause and also a dispute covered by it between the parties. The efforts made by the applicant/petitioner to get the Arbitrator appointed have failed.

The respondent has contended that the payments sought to be recovered are time barred. The other defence is on merits and it is sought to be contended that the amount of Rs.16,50,000/- along with deposited amount sought to be recovered by the petitioner is not payable at all because the petitioner had abandoned the work in the meanwhile.

The perusal of documents i.e. memorandum of payments signed by Sub-Divisional Engineer of Tekapar Lift Irrigation, Sub-Division No.1, shows that payment has been made by one cheque dated 24.6.2003

and it also shows that the date of actual complaint of work was 22.10.2002. The time for complaint of work was extended at that time till 31.3.2003. In these circumstances, the question whether the recovery is time barred or not can be gone into by the Arbitrator.

Shri R.S. Agarwal, Advocate, whose name appears on the penal of Arbitrators of this Court is appointed as Arbitrator to resolve the dispute as per provisions of the Act. The applicant to deposit processing charges of Rs. 5,000/- with the Registry as per clause 12(b) of the Scheme, within three weeks.

Misc. Civil Application is disposed of.

JUDGE

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